AMENDMENT OF	SOLICIT	TATION/MODIF	ICATION OF CONTRACT		1. CONTRACT	ID CODE	PAGE O	F PAGES
AME DIVIDITY OF	bolicii	ATION	terrior of contract				1	2
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJEC	Γ NO.(If appli	cable)
0003		18-Aug-2004	W68MD9-4033-8863					
6. ISSUED BY	CODE	W912DW	7. ADMINISTERED BY (If other than item 6	5)	CO	DE		
USA ENGINEER DISTRICT, SEATTLE ATTH: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329			See Item 6					
8. NAME AND ADDRESS OF CO	NTRACTOF	R (No., Street, County	y, State and Zip Code)	Х	9A. AMENDM W912DW-04-F	ENT OF S	OLICITAT	ION NO.
			-		9B. DATED (S			
				Х	13-Jul-2004	EE IIEM	11)	
					10A. MOD. OF	CONTRA	CT/ORDE	R NO.
					10B. DATED	(SEE ITEN	И 13)	
CODE		FACILITY CO	DE			(5221121		
	11.	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOL	ICIT	ATIONS			
X The above numbered solicitation is am	ended as set for	th in Item 14. The hour an	d date specified for receipt of Offer		is extended,	X is not ext	ended.	
or (c) By separate letter or telegram w RECEIVED AT THE PLACE DESIG REJECTION OF YOUR OFFER. If by	which includes a SNATED FOR T y virtue of this a es reference to t	reference to the solicitati THE RECEIPT OF OFFER amendment you desire to cl he solicitation and this am	ent; (b) By acknowledging receipt of this amendion and amendment numbers. FAILURE OF YORS PRIOR TO THE HOUR AND DATE SPECII hange an offer already submitted, such change mendment, and is received prior to the opening ho	UR A FIED I ay be	CKNOWLEDGME MAY RESULT IN made by telegram o	ENT TO BE	ed;	
.2		riiii (ii iequiieu)						
13			O MODIFICATIONS OF CONTRACT					
A. THIS CHANGE ORDER IS I CONTRACT ORDER NO. IN	SSUED PUI	RSUANT TO: (Special	T/ORDER NO. AS DESCRIBED IN IT fy authority) THE CHANGES SET FOI			RE MADE	IN THE	
			ED TO REFLECT THE ADMINISTRATION OF			ch as chan	ges in payir	ng
** *			PURSUANT TO AUTHORITY OF:	17110	13.103(B).			
D. OTHER (Specify type of mod	dification an	d authority)						
E. IMPORTANT: Contractor	is not,	is required to si	gn this document and return	cop	oies to the issuin	g office.		
where feasible.) PROJECT: W912DW-04-R-0020 Facility for the States of Idaho a); Miscellane and Washing	ous Remediation Conton.	ed by UCF section headings, including sometruction Services Bunker Hill Mining a			· ·		
A. This amendment three (0003	i) provides i	or the following char	iges.					
Except as provided herein, all terms and co	nditions of the	document referenced in Ite	m 9A or 10A, as heretofore changed, remains un	chang	ed and in full force	and effect.		
15A. NAME AND TITLE OF SIG	NER (Type	or print)	16A. NAME AND TITLE OF C	ONT	RACTING OFF	FICER (Ty	pe or print)	ı
			TEL:		EMAIL:			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNE	ED 16B. UNITED STATES OF AME	ERIC	A	16	6C. DATE S	SIGNED
		_	BY				18-Aug-200	04
(Signature of person authorize	d to sign)		(Signature of Contracting C	office	er)	_	.5 / lag 200	

- 1. Section 01270 MEASUREMENT AND PAYMENT was inadvertently omitted from Amendment R0002. It is hereby incorporated in its entirety.
- B. The attached revised sections are to be replaced in their entirety. Specifications changes are generally identified, for convenience, either by strikeout for deletions, and double underlining of text for additions or a single dark line in the right hand margin. All portions of the revised or new pages shall apply whether or not changes have been indicated.
- C. The proposal submittal time and date of August 24, 2004 2:00 p.m. Local Time remains the same.

Enclosures: Section 01270 (revised)

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

11 GENERAL

The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials except as indicated otherwise in the specifications or task order, tools and supplies, appurtenances, and incidentals and performing all operations necessary to complete each item of the work as specified per task order and in accordance with these specifications and the applicable drawings. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Material and work paid for under one item will not be paid for under any other item. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work. The Contractor will not be compensated for loss of time or equipment due to breakdown of equipment, lack of proper equipment as determined by the Contracting Officer, labor shortages or disputes, delay in obtaining materials, or for any other reason not directly the fault of the Government. No payment will be made for any work abandoned by the Contractor or rejected by the Contracting Officer because of failure to meet specification requirements. Payment for any work that is abandoned at the direction of the Contracting Officer due to no fault of the Contractor will be as listed in the Unit Price Schedule of the contract for the actual amount of work accomplished. Regardless of quantities estimated in the SCHEDULE, payment will be made for only the actual amount of work completed as specified in the individual task order(s) (refer to Section 00840 SPECIAL CONTRACT PROCEDURES for ordering procedures) and in accordance with the specifications.

1.2 MEASUREMENT GUIDELINES

1.2.1 Lump Sum Items

Items measured as a lump sum will be measured for payment as a complete job in the locations indicated. This measurement includes all incidental work that is necessary to make a complete job. Unless the payment item paragraph makes a specific exception of any item, incidental items will not be measured under any other item even though there is another listing for the work or material.

1.2.2 Unit Quantity Items

Items measured as a unit quantity will be measured for payment by the actual quantity of material installed in place or measured in original condition as required to make a complete job.

1.2.3 Ton (Vehicle Measurement)

All materials to be measured in tons and delivered or transported off-site by vehicle shall be weighed on public scales or scales provided by the Contractor and approved by the Contracting Officer. The scales shall be certified and shall be of sufficient capacity to permit weighing the transporting vehicle both

empty and full to the nearest 0.10 ton and the final quantity rounded to the nearest whole ton. Classes of material shall not be mixed in any given load. Scales shall be of the type that will print weigh tickets. A duplicate copy of each weigh ticket shall be furnished to the Contracting Officer (CO).

1.2.4 Definitions

1.2.4.1 "Deliver Material To Site." Where a payment description includes "deliver material to the site" the meaning shall be understood to be "to deliver material to the work site for its final placement in the work."

1.2.5 Schedules

Schedule A, contract line items 0001 through 0090 is used for work located in the State of Idaho and Schedule B contract line items 0091 through 0179 is used for work located in the State of Washington.

1.3 EARTHWORK-MATERIALS

1.3.1 Item 0001/0091 (BASE PERIOD); 0031, 0061, 0121 & 0151 (OPTION PERIODS) – Base Course Gravel (Material Only)

1.3.1.1 Measurement

Base course gravel will be measured by the ton.

1.3.1.2 Payment

Payment will be at the contract unit price per ton under Item 0001 and corresponding items. Payment shall include the cost of all labor, equipment and materials necessary to deliver material to the site. Separate payment will be made for spreading, compacting and other costs associated with the placing of material

1.3.2 Item 0002/0092 (BASE PERIOD); 0032, 0062, 0122 & 0152 (OPTION PERIODS) – Bedding Sand (Material Only)

1.3.2.1 Measurement

Bedding sand will be measured by the ton.

1.3.2.2 Payment

Payment will be at the contract unit price per ton under Item 0002<u>and corresponding items</u>. Payment shall include the cost of all labor, equipment and materials necessary to deliver material to the site. Separate payment will be made for spreading, compacting and other costs associated with the placing of material.

1.3.3 Item 0003/0093 (BASE PERIOD); 0033, 0063, 0123 & 0153 (OPTION PERIODS) – Growth Medium (Material Only)

1.3.3.1 Measurement

Growth Medium will be measured by the ton.

1.3.3.2 Payment

Payment will be at the contract unit price under Item 0003 and corresponding items. Payment shall include the cost of all equipment, labor, and supplies necessary to deliver material to the site. Separate payment will be made for spreading and other costs associated with the placing of material.

1.3.4 Item 0004/0094 (BASE PERIOD); 0034, 0064, 0124 & 0154 (OPTION PERIODS) – Loose Riprap (Material Only)

1.3.4.1 Measurement

Riprap will be measured by the ton.

1.3.4.2 Payment

Payment will be at the contract unit price per ton under Item 0004 and corresponding items. Payment shall include the cost of all labor, equipment and materials necessary to deliver material to the site. Separate payment will be made for costs associated with the placing of material. Payment will be made for materials ordered under the following sub items:

- a. 0004AA, Small 9 inch diameter max.
- b. 0004AB, Medium 18 inch diameter max.
- c. 0004AC, Large 24 inch diameter max.

1.4 ROADWAY CLEANING AND MAINTENANCE

1.4.1 Item 0005/0095 (BASE PERIOD): 0035, 0065, 0125 & 0155 (OPTION PERIODS) - Water Truck

1.4.1.1 Measurement

Use of water truck for dust control or cleaning operations will be measured to the nearest half-hour increment for each piece of equipment/operator conducting the required work.

1.4.1.2 Payment

Payment will be at the contract unit price per hour under Item 0005 and corresponding items. Payment shall include the cost of equipment with operator and incidental supplies necessary to complete the required work. Price includes Government furnished source of water.

1.4.2 Item 0006/0096 (BASE PERIOD); 0036, 0066, 0126 & 0156 (OPTION PERIODS) - Street Sweeper

1.4.2.1 Measurement

Use of street sweeper for cleaning and abatement of particulate matter from road and parking areas will be measured to the nearest half-hour increment for each piece of equipment/operator conducting the required work.

1.4.2.2 Payment

Payment will be at the contract unit price per hour under Item 0006 and corresponding items. Payment shall include the cost of equipment with operator and incidental supplies necessary to complete the required work.

1.5 EROSION CONTROL

1.5.1 Item 0007/0097 (BASE PERIOD); 0037, 0067, 0127 & 0157 (OPTION PERIODS) - Provide Silt Fence

1.5.1.1 Measurement

Length of silt fence required will be identified under the task order in lineal feet. Measurement will be based on the length of silt fence installed at the direction of the COR.

1.5.1.2 Payment

Payment will be at the contract unit price per lineal foot under Item 0007<u>and corresponding items</u>. Payment shall include the cost of all equipment and materials necessary to complete the required work. Payment for labor will be made separately.

1.5.2 Item 0008/0098 (BASE PERIOD); 0038, 0068, 0128 & 0158 (OPTION PERIODS) - Provide Straw Bale Barrier

1.5.2.1 Measurement

Location of straw bale barriers required will be identified under the task order. Measurement will be based on the number of straw bales incorporated into the barrier and installed as directed.

1.5.2.2 Payment

Payment will be at the contract unit price per each straw bale under the subitems of Item 0008_and corresponding items. Payment shall include the cost of all equipment and materials necessary to complete the required work. Payment for labor will be made separately. Payment will be made for materials ordered under the following sub items:

a. 0008AA, Weed Free Bales.

- b. 0008AB, Non-Weed Free Bales.
- 1.5.3 Item 0009/0099 (BASE PERIOD); 0039, 0069, 0129 & 0159 (OPTION PERIODS) Hydroseed

1.5.3.1 Measurement

Hydroseeding will be measured for payment by the acre of area hydroseeded.

1.5.3.2 Payment

Payment will be at the contract unit price per acre under Item 0009 and corresponding items. Payment shall include the cost of all equipment, labor, and supplies necessary to complete the required work.

- 1.6 MISCELLANEOUS WORK REQUESTS
- 1.6.1 Item 0010/0100 (BASE PERIOD); 0040, 0070, 0130 & 0160 (OPTION PERIODS) Electrical

1.6.1.1 Measurement

Electrical will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.1.2 Payment

Payment will be at the contract unit price per man-hour under Item 0010 and corresponding items. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to compete the required work.

- 1.6.2 Item 0011/0101 (BASE PERIOD): 0041, 0071, 0131 & 0161 (OPTION PERIODS) Plumbing
- 1.6.2.1 Measurement

Plumbing will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.2.2 Payment

Payment will be at the contract unit price per man-hour under Item 0011 and corresponding items. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.6.3 Item 0012/0102 (BASE PERIOD); 0042, 0072, 0132 & 0162 (OPTION PERIODS) - Mechanical Maintenance and Repair

1.6.3.1 Measurement

Mechanical Maintenance and Repair will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.3.2 Payment

Payment will be at the contract unit price per man-hour under Item 0012 and corresponding items. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.6.4 Item 0013/0103 (BASE PERIOD): 0043, 0073, 0133 & 0163 (OPTION PERIODS) - Painting

1.6.4.1 Measurement

Painting will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.4.2 Payment

Payment will be at the contract unit price per man-hour under Item 0013 and corresponding items. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.7 Items 0014 through 0022/0104 though 0112 (BASE PERIOD); 0044-0052, 0074-0082, 0134-0142 & 0164-0172 (OPTION PERIODS) - MISCELLANEOUS EQUIPMENT REQUESTS

1.7.1 Measurement

Under this item Miscellaneous Equipment Requests will be measured for payment per hour to the nearest half-hour increment for each piece of equipment/operator required under a task order to conduct the specified work except a task order may provide for a particular piece of miscellaneous equipment with operator to be measured for payment as a lump sum item for a specific work task. No separate measurement for the work described for that item will then be made under a lump sum item.

a. Daily Equipment Usage Card. For each item of equipment furnished and operated in accordance with Section 02951 MISCELLANEOUS WORK AND EQUIPMENT REQUESTS) for which payment is under a unit price the Contractor shall submit, at the close of each workday or as required by the CO, a Daily Equipment Usage Card describing Contractor's name, type of equipment, location of work, hours of operation and signature of operator. The COR must confirm and sign the card to verify for payment.

1.7.2 Payment

Payment will be at the contract unit price per regular hour per piece of equipment under Items 0014 through 0022 and corresponding items. Payment will include the cost of each piece of equipment with operator and incidental supplies necessary to compete the required work. Description of equipment requirements is under Section 02951 MISCELLANEOUS WORK AND EQUIPMENT REQUESTS.

1.8 MISCELLANEOUS SUPERVISION AND LABOR

1.8.1 Item 0023/0113 (BASE PERIOD); 0053, 0083, 0143 & 0173 (OPTION PERIODS) - On-Site Construction Supervisor

1.8.1.1 Measurement

On-Site Construction Supervisor will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the work.

1.8.1.2 Payment

Payment will be at the contract unit price per man-hour for the subitems under Item 0023 and corresponding items. Payment shall include the cost of all labor and supplies necessary to complete the required work.

1.8.2 Item 0024/0114 (BASE PERIOD); 0054, 0084, 0144 & 0174 (OPTION PERIODS) - Incidental Laborers

1.8.2.1 Measurement

Incidental Laborers will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the work.

1.8.2.2 Payment

Payment will be at the contract unit price per man-hour for the subitems under Item 0024 and corresponding items. Payment shall include the cost of all labor, small tools and supplies necessary to complete the required work.

1.9 Item 0025/0115 (BASE PERIOD); 0055, 0085, 0145 & 0175 (OPTION PERIODS) - MOBILIZATION AND DEMOBILIZATION

1.9.1 Payment

Mobilization and Demobilization will <u>only</u> be included as a separate job item (fixed cost) for project locations outside the fixed boundaries of the Bunker Hill "Box" as defined under Section 01010 SUMMARY OF WORK. The additional work required to mobilize and demobilize all required equipment, materials, supplies, labor, and all incidentals (i.e., profit, overhead) necessary to complete the work beyond these boundaries will be negotiated under the task order.

1.10 Item 0026/0116 (BASE PERIOD); 0056, 0086, 0146 & 0176 (OPTION PERIODS) - MATERIALS ALLOWANCE

A materials allowance is included in the SCHEDULE under Item 0026 and corresponding items to allow for the purchase of materials needed for construction that are not specified in the technical specifications nor in this Section. All prepriced items in the Schedule (Items 0001 through 0022 and corresponding

items), shall include the costs of all associated materials, supplies, tools, and incidentals required to perform the item of work, except for items for which materials are specified in the applicable technical sections for payment under the "Materials Allowance". No payment shall be made under the "Materials Allowance" for any materials, supplies and incidentals for which payment is to be included under a prepriced item. This Materials Allowance shall only be used with prior authorization from the Contracting Officer. The Contractor shall provide the Contracting Officer three separate quotes for the material supplied. See Paragraph ORDERING INFORMATION under Section 00840, SPECIAL CONTRACT REQUIREMENTS. Payment will be based on the lowest of the three quotes.

1.11 Item 0027/0117 (BASE PERIOD); 0057, 0087, 0147 & 0177 (OPTION PERIODS) - NON-PREPRICED ITEMS

An allowance is included in the SCHEDULE under Item 0027 and corresponding items for labor and equipment for related construction work not identified in these contract documents and for payment of closure reports and as-built records to be negotiated separately for each task order. This non-identified work allowance shall only be used with prior authorization from the Contracting Officer.

1.12 ITEM 0028/0118 (BASE PERIOD); 0058, 0088, 0148 & 0178 (OPTION PERIODS), WORK AUTHORIZATION DIRECTIVE (WAD) ALLOWANCE

An allowance is included in the SCHEDULE under Item 0028 and corresponding items for any miscellaneous work activities covered by the contract documents and ordered under a Work Authorization Directive (WAD). This Allowance shall only be used with prior authorization from the Contracting Officer. See Paragraph WAD PROCEDURES under Section 00840, SPECIAL CONTRACT REQUIREMENTS. The WAD allowance will be separate from any of the other Prepriced line items or other allowances for non Prepriced work. The price schedule developed for WAD work items shall use the unit price cost listed on the Schedule for a Prepriced line item when applicable, other non Prepriced costs will be negotiated as required. The total "not to exceed" amount cannot be exceeded without a modification to the contract.

1.13 Item 0029/<u>0119 (BASE PERIOD); 0059, 0089, 0149 & 0179 (OPTION PERIODS)</u> - ACCIDENT PREVENTION PLAN

Payment will be made at the contract lump sum price under Item 0029 and corresponding items, Schedule A only, for the Contractor's General Safety Program /Plan in accordance with EM 385-1-1 and Section 01351 SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST).

1.14 Item 0030 - DIVISION 1 PLANS

Payment will be made at the contract lump sum price under Item 0030, Schedule A only, for the Contractor's General Division 1 Plans under the various sections included thereto. These plans will be the first task order under the contract. The plans shall include requirements for activities in Idaho and Washington, as applicable.

PART 2 (NOT USED)

PART 3 EXECUTION

3.1 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

- 3.1.1 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.
- 3.1.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.
- 3.1.3 The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on site staff for each week.

PROGRESS PAYMENT INVOICE

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, & 52.232-27

	2. DATE
3. CONTRACTOR NAME AND ADDRESS	4. CONTRACT NO.
(Must be the same as in the Contract)	
	5. INVOICE NO.
(DESCRIPTION OF WORK	7. PERIOD OF PERFORMANCE
6. DESCRIPTION OF WORK	7. PERIOD OF PERFORMANCE
	From:
	To:
	10.
8. DISCOUNT TERMS	
9. OFFICIAL TO WHOM PAYMENT	10. OFFICIAL TO BE NOTIFIED
IS TO BE FORWARDED Name:	OF DEFECTIVE INVOICE Name:
Title:	Title:
Phone: () -	Phone () -
11. CERTIFICATION: I hereby certify, to the best of my knowle (1) The amounts requested are only for the performance in acconditions of this contract; (2) Payments to subcontractors and suppliers have been made the contract and timely requested will be made from the process.	from previous payments received under
(1) The amounts requested are only for the performance in acconditions of this contract;	from previous payments received under eds of the payment covered by this certification, nts of Chapter 39 of Title 31, United States Code; ounts which the prime contractor intends to
 The amounts requested are only for the performance in acconditions of this contract; Payments to subcontractors and suppliers have been made the contract, and timely payments will be made from the proce in accordance with subcontract agreements and the requirement and This request for progress payment does not include any am 	from previous payments received under eds of the payment covered by this certification, ents of Chapter 39 of Title 31, United States Code; ounts which the prime contractor intends to